



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 20, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 August 20, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR
THIENES AVENUE FROM DURFEE AVENUE
TO THE SAN GABRIEL RIVER TRAIL ENTRY
ROAD IMPROVEMENT PROJECT
CITY OF SOUTH EL MONTE – COUNTY OF LOS ANGELES
UNINCORPORATED COMMUNITY OF SOUTH EL MONTE
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to approve the cooperative agreement between the City of South El Monte and the County of Los Angeles to provide financing and delegation of responsibilities for a road pavement improvement project on Thienes Avenue from Durfee Avenue (Peck Road) to the San Gabriel River Trail entry. The project will be administered by the City.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Thienes Avenue from Durfee Avenue (Peck Road) to the San Gabriel River Trail entry project is categorically exempt from the California Environmental Quality Act.
2. Approve the project and instruct the Chairman of the Board to sign the cooperative agreement between the City of South El Monte and the County to provide financing and delegation of responsibilities for the project. The cooperative agreement provides for the City of South El Monte to perform the preliminary engineering and final design and to administer construction of the project with the City of South El Monte and the County to finance their respective jurisdictional shares of the project cost. The cost of the project is currently estimated to be \$563,000 with the City of South El Monte's share being \$320,000 and the County's share being \$243,000.

3. Authorize the Director of Public Works or her designee to approve up to 10 percent of the County's estimated jurisdictional share equal to \$24,300 for any costs of unforeseen items that may occur, thereby increasing the maximum County's contribution from \$243,000 to \$267,300.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to obtain approval of the project and to instruct the Chairman of the Board to sign the enclosed cooperative agreement with the City and the County. The City and the County propose to improve a portion of Thienes Avenue that is jurisdictionally shared between the City and the County by cold milling the existing pavement, repaving, adjusting utility manholes and covers, installing permanent pavement striping, and constructing or modifying curb ramps at various locations.

The Board's approval of the cooperative agreement is necessary for the financing and delegation of responsibilities for the project and for the County to pay its jurisdictional share of the project cost.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the roadways, residents of the City, neighboring cities, and unincorporated County communities who travel on these streets will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of the project is estimated to be \$563,000 with the City's share estimated to be \$320,000 and the County's share estimated to be \$243,000. The necessary funds required to finance the County's share plus the contingency of \$24,300 for unforeseen items are included in the First Supervisorial District's Road Construction Programs in the Fiscal Year 2013-14 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The cooperative agreement has been approved, as to form, by County Counsel and executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1(x), Subsections 2, 14, 18, and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for resurfacing roadway pavement; reconstruction of existing sidewalk, curbs, and gutters; new street drainage facilities that do not discharge onto private property; and maintenance of existing roadway facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The improvement of Thienes Avenue from Durfee Avenue (Peck Road) to the San Gabriel River Trail entry is needed to replace the deteriorated road pavement and appurtenant street facilities.

The project is tentatively scheduled to begin construction in the spring of 2014 and completed in the summer of 2014.

CONCLUSION

Please return one adopted copy of this letter and two originals of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT

THIS AGREEMENT, is made and entered into by and between the CITY OF SOUTH EL MONTE, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Thienes Avenue is designated as a local roadway in the circulation and infrastructure element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to improve the following street segment that is jurisdictionally shared between CITY and COUNTY:

Segment	Scope of Work	Thomas Guide	Length (miles)	Jurisdiction Shared
Thienes Avenue - Durfee Avenue to the street terminus and entry to the San Gabriel River Trail	Cold mill and replace	637-D4,D5	0.35	CITY and COUNTY

WHEREAS, the work will consist of cold milling the existing pavement; constructing an asphalt rubber gap-graded bonded wearing course over the cold milled pavement; and constructing or modifying curb ramps at various locations, and utility relocation, hereinafter referred to as PROJECT; and

WHEREAS, the aforementioned work, which is included in a CITY-administered project named Thienes Avenue Park Entry, includes work on other street segments in CITY jurisdiction that are not mentioned in this AGREEMENT; and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform or cause to be performed the preliminary engineering and final design, advertise the Project for construction bids, construction inspection, materials testing, construction survey, and administration of construction contract for PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Four Hundred Fifty Nine Thousand and Two Hundred and 00/100 Dollars (\$459,200.00) with CITY'S estimated share being Two Hundred Sixteen Thousand and two Hundred and 00/100 Dollars (\$216,200.00) and COUNTY'S estimated share being Two Hundred Forty-three Thousand and 00/100 Dollars (\$243,000.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the portion of Thienes Avenue from Durfee Avenue (Peck Road) to the southeast to the street terminus and entry to the San Gabriel River Trail, within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. The cost of PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT shall include the costs of environmental documentation, design survey, soil report, traffic index, and geometric investigation; preparation of plans, specifications, and cost estimates, right-of-way and clearance matters; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT, the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the costs of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. COST OF CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, making necessary arrangements for relocation of utility facilities, and all other necessary work after advertising of

PROJECT for construction to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

- e. TOTAL COST OF PROJECT as referred to in this AGREEMENT shall consist of the costs of PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, and cost of construction contingencies and all other work necessary to construct PROJECT in accordance with the approved plans.

2) CITY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN.
- b. To finance CITY'S jurisdictional share of COST OF PROJECT, currently estimated to be Two Hundred Sixteen Thousand and two Hundred and 00/100 Dollars (\$216,200.00), the actual amount of which is to be determined by a final accounting of TOTAL COST OF PROJECT.
- c. To obtain COUNTY'S approval of plans for PROJECT prior to advertising for construction bids, and to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that CITY proposes to complete in COUNTY jurisdiction as part of PROJECT.
- d. To obtain permit application by accessing website <http://dpw.lacounty.gov/spats/Public/> and complete permit application for encroachment, excavation, and construction work, including a certificate of liability insurance and acknowledgement of best management practices and submitting complete package at no cost to the CITY to the Permit Counter of the Department of Public Works located at 900 South Fremont Avenue, Alhambra, CA 91803 to construct those portions of PROJECT within COUNTY'S JURISDICTION.
- e. To advertise PROJECT for construction bids, to award and to administer the CONSTRUCTION CONTRACT, to do all things necessary and proper to complete PROJECT, and to act on behalf of the COUNTY in all negotiations pertaining thereto.
- f. To ensure that the COUNTY, and all officers, employees and agents of the COUNTY, are named as additional insured parties under the construction contractors' Contractor General Liability and automobile insurance policies, for all work in connection with PROJECT, including coverage for ongoing operations and completed operations.

- g. To furnish COUNTY within one hundred twenty (120) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- i. To act as COUNTY'S attorney-in-fact for the purpose of implementing the PROJECT within COUNTY'S jurisdiction and in all things necessary and proper to complete PROJECT.
- j. To ensure construction contract provides COUNTY with all indemnity provisions granted to CITY. If CITY requires construction contract to name CITY as an insured for the PROJECT, then CITY will require COUNTY be named as well.
- k. To furnish COUNTY with quarterly updates during the PROJECT on the costs expended on the PROJECT to date, including both the projected initial COST OF PROJECT and the actual COST OF PROJECT.
- l. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
- m. To provide all change orders for PROJECT within COUNTY'S JURISDICTION to COUNTY in a timely manner via electronic mail notification to the COUNTY inspector/office engineer assigned to the PROJECT. If COUNTY does not respond within ten (10) calendar days, CITY may proceed with change orders.

3) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share of COST OF PROJECT, currently estimated to be Two Hundred Forty-three Thousand and 00/100 Dollars (\$243,000.00). Notwithstanding any of the provisions herein, COUNTY'S COST OF PROJECT shall not exceed Two Hundred Forty-three Thousand and 00/100 Dollars (\$243,000.00) unless approved in advance, by the COUNTY.
- b. To deposit with the CITY, upon the opening of construction bids and upon demand, sufficient funds, currently estimated to be Two Hundred Forty-three Thousand and 00/100 Dollars (\$243,000.00), to finance COUNTY'S estimated jurisdictional share of COST OF PROJECT. Said demand will consist of a billing invoice prepared by CITY.

- c. To grant the CITY any temporary right of way or license to use property that COUNTY owns or has an easement for that is necessary for the construction of PROJECT at no cost to the CITY to the extent not already provided by law.
- d. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- e. Upon receipt of permit application with the required documents from CITY and approval of construction plans for the PROJECT to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY'S JURISDICTION.
- f. To cooperate with the CITY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in COUNTY streets or on COUNTY property, the COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. The COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over to the utility companies and owners of substructure and overhead facilities as needed to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.
- g. To maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S jurisdiction beginning upon completion of PROJECT.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This agreement shall not obligate CITY and COUNTY to commence with the PROJECT or obligate CITY to issue advertising for construction bids or approve or commence with the PROJECT. Further, neither CITY nor COUNTY is agreeing to commence with any aspect of the PROJECT, including but not limited to, PRELIMINARY ENGINEERING AND FINAL DESIGN until the requirements of the California Environmental Quality Act (CEQA) have been satisfied. Execution of this agreement is merely an agreement by CITY and COUNTY as to how PROJECT costs and responsibilities will be allocated, reserving for subsequent City Council and County of Los Angeles Board of Supervisors' action their respective rights and obligations to exercise final discretion and approval regarding the PROJECT.

- b. The final accounting of the actual COST OF PROJECT shall allocate said total cost between the CITY and the COUNTY based on the physical location of the work performed. Thus, the cost of all work performed, including COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, and costs incidental to PROJECT work within CITY'S jurisdiction shall constitute CITY'S jurisdictional share of COST OF PROJECT. The COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, and costs incidental to PROJECT work performed within COUNTY'S jurisdiction, shall constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
- c. If at final accounting COUNTY'S jurisdictional share of TOTAL COST OF PROJECT exceeds COUNTY'S total deposit, as set forth in paragraph 3) b., above, COUNTY shall pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by the CITY. Conversely, if the required COUNTY funds are less than said COUNTY'S deposit, CITY shall refund the difference to COUNTY within thirty (30) days of the date CITY furnished COUNTY with the final accounting.
- d. COUNTY shall review the billing invoice prepared by the CITY for COUNTY payment, as set forth in paragraph 4) c., above, and report in writing any discrepancies to CITY within (60) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.
- e. During construction of the PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. The COUNTY may also furnish, at no cost to the CITY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- f. This AGREEMENT may be cancelled, amended, or modified only by mutual written consent of the CITY and the COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties.

- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Anthony Ybarra
City Manager
City of South El Monte
1415 North Santa Anita Avenue
South El Monte, CA 91733-3389

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- h. Other than as provided below, neither COUNTY nor any officer or employee of the COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully indemnify, defend, and hold the COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT.
- i. Neither the COUNTY nor any officer or employee of the COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S geographical limits, including but not limited to liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold the COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- j. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT.
- k. Neither the CITY nor any officer or employee of the CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S geographical limits, including but not limited to liability under CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold the CITY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA and California Health and Safety Code Section 25364.
- l. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- m. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32082 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.

- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF SOUTH EL MONTE on July 10, 2013, and by the COUNTY OF LOS ANGELES on August 20, 2013.

COUNTY OF LOS ANGELES

By Mark Ridley-Thomas
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles



By [Signature]
Deputy

I hereby certify that pursuant to
Section 26103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By [Signature]
Deputy

CITY OF SOUTH EL MONTE

By [Signature]
Mayor

Date July 10, 2013

ATTEST:

By [Signature]
City Clerk

APPROVED AS TO FORM:

By [Signature]
City Attorney

ADOPTED
BOARD OF SUPERVISORS

24

AUG 20 2013

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER